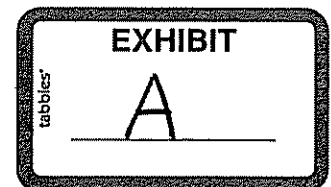


公 证 书

中华人民共和国山东省青岛市市中公证处




PEOPLES REPUBLIC OF CHINA)
)
QINGDAO) ss.

Now comes Han Jianmin, being first duly sworn, according to law, deposes and says that:

1. I am Vice General Manager at Hisense Import & Export Co., Ltd (hereinafter "Hisense").
2. I am familiar with the Sales Distributor Agreement executed by Hisense and Progressive Telecom, Inc. on or about January 1, 2005 (hereinafter "Agreement").
3. An authentic duplicate of the Agreement is attached hereto as Exhibit 1

FURTHER AFFIANT SAYETH NAUGHT.

[affiant's signature]: 
[type name of affiant] : Han Jianmin *han Jianmin*

SWORN TO BEFORE ME and subscribed in my presence this 28th day of August,
2007.

NOTARY PUBLIC

公 证 书

(2007)青市中证字第 003700 号

兹证明前面的外文文件上韩建民的签名属实。

中华人民共和国山东省青岛市市中公证处

公证员

刘玉美



NOTARIAL CERTIFICATE

(2007)QD.Shi Zhong Zi, No.003700

This is to certify that the signature of Han Jianmin, affixed on the Document in foreign language attached hereto is found to be authentic.

Notary: Liu Yumei

Qingdao Shizhong Notary Public Office

Shandong Province

The People's Republic of China

September 3, 2007

XW00461415

公 证 书

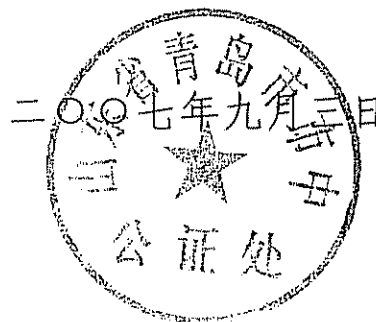
(2007)青市中证字第 003701 号

兹证明前面的 (2007) 青市中证字第 003700 号公证书的
英文译本内容与中文相符。

中华人民共和国山东省青岛市市中公证处

公证员

刘玉美



NOTARIAL CERTIFICATE

(2007)QD.Shi Zhong Zi, No.003701

This is to certify that the (2007)QD.Shi Zhong Zi, No.003700
English translation attached hereto is in conformity with the original
Chinese.

Notary: Liu Yumei

Qingdao Shizhong Notary Public Office

Shandong Province

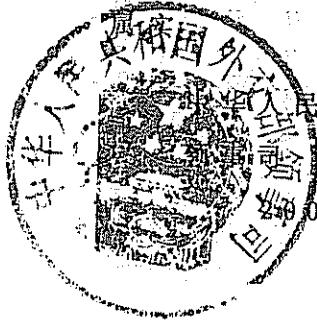
The People's Republic of China

September 3, 2007

XV00461419

认字第07182009-001号

兹证明前面文书上公证处的印章和
公证员 刘玉美 的签名(印章)



中华人民共和国外交部
一等秘书

2007年09月11日

2160863

People's Republic of China)
Municipality of Beijing)
Embassy of the United) ss:
States of America)

Jennifer Peterson
Vice Consul

I, _____, Consul/Vice Consul of the United States of America in Beijing, the People's Republic of China, duly commissioned and qualified, do hereby certify that Yang, Yingzhi, whose true signature and official seal are, respectively, subscribed and affixed to the foregoing document, was on the 11 day of Sep, 2007, an officer of the Ministry of Foreign Affairs of the People's Republic of China, duly commissioned and qualified, to whose official acts faith and credit are due.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Embassy of the United States of America in Beijing, the People's Republic of China this 17 day of Sep, 2007.


Jennifer Peterson
Vice Consul

FEB-04-2001 16:36

Progressive Telecom

P.01

Hisense海信进出口有限公司
HISENSE IMP. & EXP. CO., LTD.

Sales Distributor Agreement

NO: HSDA040902

Date: January 1st, 2005

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

1. Contracting Parties

Supplier: HISENSE IMP. & EXP. CO., LTD. (hereinafter called "Party A")

17, Donghai Xi Road, Qingdao, China, Tel: 0086-532-3878888/8540

Regional distributor: Progressive telecom Inc. 1710 28th Avenue, Edinburg, Texas 78539 USA (hereinafter called "Party B")

Party A hereby appoint Party B to act as its exclusive regional distributor on the Territory of Mexico to sell the Commodity mentioned below

2. Commodity and Quantity

The Commodity mentioned above means model CP389 -- "Hisense" brand CDMA Mobile Phones. It is mutually agreed that Party B shall undertake to sell not less than 70,000 sets of the aforesaid Commodity in the duration of this Agreement. The prospective Purchase Plan is in attachment 2. The actual quantity is contingent upon and subject to the carrier (s) purchasing such quantity from Party B

3. Territory

The Territory mentioned above means Mexico Market only.

Party B may sell the Commodity out of the Territory where Party A doesn't have distributors. Party B is obliged to inform Party A in advance when it intends to sell the Commodity out of Territory.

4. Prices

The prices of the Commodity are listed in Attachment 1 of this Agreement.

5. Order and Confirmation

Party B shall make the formal order to Party A by fax or e-mail. Party A should confirm the order by sending Proforma invoice to Party B by fax.

If Party B has any dissidence on the content of Proforma invoices, Party B must inform Party A within 1 working day. Otherwise, Party A will arrange production according to proforma invoice.

6. Payment: 10% of total value in advance, then the 90% balance will be paid via L/C 5 days before shipment.

FEB-04-2001 16:36

Progressive Telecom

P.02

Hisense 海信进出口有限公司
HISENSE IMPORT & EXPORT CO., LTD.

7. Delivery of the ordered Commodity.

Party A shall deliver the goods stipulated in Proforma invoice by Air/ship to the port appointed by Party B.

9. Warranty

The warranty for the products is as follows :

The Party A will add 2 % of the value in full sets with every order, free of charges;

10. Marketing tools and Promotional materials

The Party A will deliver to the Party B upon signing of this Agreement all electronic files necessary to design appropriate Marketing material in local languages on the Territory.

The Party A have the responsibility to support the Party B on the Promotional materials required in the market.

11. Localisation of manuals

The User Manuals that are bundled with Commodity will be printed in Spanish language.

Party A will provide translations of User's manuals of ordered Commodity into Spanish language upon receiving of the first order from the Party B. Party B will provide translation in Spanish language.

The Service manuals will be printed in Spanish only.

12. Reports on Market Conditions

Party B shall forward once every three months to party A detailed reports on current market conditions and of consumers' comments. Meanwhile, Party B shall, from time to time, send to party A samples of similar commodities offered by other suppliers, together with their prices, sales information and advertising materials.

13. Certificates

The Party A will deliver to the Party B the copies of the CDG Certificates of all products that are the subject of sale on the Territory.

14. Trainings

The Party A will give an one-day Technical /Sales Training to up to 2 sales persons of the Party B in the time that order quantity exceed 10k in the territory, free of charges.

15. Validity of Agreement

This Agreement, after its being signed by the parties concerned, shall remain in force for 12 months from January 1, 2005 to September 1st, 2005.

If either Party wishes to extend this Agreement, he shall notice, in writing, the other party one month prior to its expiration. The matter shall be decided by the Agreement and by consent of the parties hereto. Should either party fail to implement the terms and conditions herein, the other party is entitled to terminate this Agreement.

16. Arbitration

All disputes arising from the execution of this Agreement shall be settled through friendly

FEB-04-2001 16:36

Progressive Telecom

P.03

Hisense 海信进出口有限公司
HISENSE IMPORT & EXPORT CO., LTD.

consultations. In case no settlement can be reached, the case in dispute shall then be submitted to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade for arbitration in accordance with its provisional rules of procedure. The decision made by this Commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

17. Other Terms & Conditions

- A. Should Party B fail to pass on his purchases to Party A on or before March 31, 2005 for a minimum of 15k sets CDMA mobile phones, Party A shall not bind himself to this agreement
- B. The Agreement is composed of two inseparable parts: The Agreement and 2 attachments (Attachment 1, Attachment 2).
- C. This Agreement shall be subject to the terms and conditions in the Sales Confirmation signed by both parties hereto.

This Agreement is effective on January 1st, 2005 at Edinburg, Texas and Qingdao, China and it is in two originals. Each Party holds one original.

Attachment 1 : The prices

Hisense CP389 CDMA Mobile Phone :

Model	Price	Q'ty
CP389	USD88.00	70k

1. FOB Qingdao, CHINA
2. Include QUALCOMM patent charges.
3. Warranty: 2% swap handsets free of charge.
4. payment: Items 6.
5. Quantity should be no less than 10k pcs per order and the total Q'ty no less than 70k pcs.
6. delivery: Within 3 months after receipt of P.O. on receipt of 10% TT
7. if any specification modified the price maybe varied accordingly.
8. the price is valid from January 1st, 2005.

Attachment 2 : Purchase Plan for the year 2004.

Model : CP389
 Before March 31: 15K sets CP389 (Total)
 Before April 30th : 20K set CP389 (Total)
 Before June 30th : 35k sets CP389 (Total)
 Before September 30th : 50K sets CP389 (Total)
 Before December 31st : 70k sets CP389 (Total)

For and on behalf of Party A


 William Wei Date

For and on behalf of Party B


 Art Alaniz Date

(Add) : 中国青岛市东海西路 17 号 海信大厦 21 层 22F Hisense Tower tower 17 Donghai Road, Qingdao, China Website: www.hisense.com
 传真 (Fax) : 0086-532-3866770 电话 (Tel): 0086-532-3895188 3897188 邮编 (P.C) : 266071 E-mail: marketing@hisense.com

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TOTAL P.03